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THIS DOES NOT  
CIRCULATE

A G R E E M E N T

between

GREATER EGG HARBOR REGIONAL  
BOARD OF EDUCATION

and

TEAMSTERS LOCAL UNION NO. 676  
July 1, 1978 - June 30, 1980

Mechanics

*Atlantic County*

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Labor Studies

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RUTGERS UNIVERSITY



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## PREAMBLE

This Agreement made by and between Greater Egg Harbor Regional Board of Education (hereinafter referred to as the Employer) and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

## ARTICLE I - RECOGNITION

The employer recognizes and acknowledges that Teamsters Local No. 676 is the exclusive representative of the mechanics and mechanics helpers covered by this Agreement, for the purpose of collective bargaining.

## ARTICLE II - OPERATIONS COVERED

### A. Classifications Covered

This Agreement shall cover all mechanics and mechanics helpers exclusively of supervisory personnel and all other personnel not specified herein.

## ARTICLE III - HIRING NEW EMPLOYEES

A. The Greater Egg Harbor Regional Board of Education retains the freedom and right to hire those persons whom the State of New Jersey gives the authority to hire.

B. Mechanics and mechanics helpers shall be notified of their contract and salary status for the ensuing school year no later than May 1 of the preceding year.

C. During the probationary period of sixty (60) consecutive calendar days, the employee may be discharged without recourse.

D. After the probationary period, the employee shall be placed on the regular seniority list, and his seniority date shall revert back to his first day of hire.

E. All work performed in any classification covered under this Agreement shall be performed by employees covered under this Agreement. And no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representative, such as managers, supervisors, and foremen except under unusual or emergency situations which does not result in loss of work by a regular employee or any overtime opportunities. It is understood that regular per diem, as well as part-time employees, including students, teachers, and others, may be employed by the Greater Egg Harbor Regional Board of Education during the year under the Federal (State) Work-Study Program.

F. Part time and per diem employees shall be represented by Local 676 but shall be compensated at per diem rates and shall not be entitled to employer paid insurance or to holidays.

#### ARTICLE IV - SHOP STEWARDS

A. The Employer recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of the Shop Steward, and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Employer or the employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event any employee has taken unauthorized strike action, slowdowns, or work stoppage.

B. Orders and Decisions Not to be Made

Shop Stewards or alternates shall not give orders to employees nor countermand orders of management. Further, they shall not be the judge in deter-

mining whether a piece of equipment is unsafe and if such employee has bona fide doubt of such, then union representative shall secure authorization from the Administration to investigate.

C. Investigation of Grievances by Shop Steward

Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, first having contracted the Transportation Coordinator, or the Business Administrator, without loss of time or pay if permission is first secured. Shop Stewards shall submit written reports of such investigations and grievances to the Business Administrator. Such written reports shall be signed by the Shop Steward. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime if it is approved for investigation during the work day by the Business Administrator.

D. Pay for Time

Whenever the Shop Steward is required to attend any grievance hearings attended by representatives of the Employer and the Union, he shall be compensated by the Employer for all lost earnings opportunities or time lost. When a Business Agent and Employer agree to a meeting to be attended by the Shop Steward, the Steward shall be compensated by the Employer for all lost earning opportunities or time lost. Time lost shall be construed to mean that the Shop Steward shall be paid for all time spent while negotiating grievances with the Employer, regardless of time already earned for that day. Time is to be computed at the applicable hourly rate for the Steward's job classification. This time is to be in accordance with the provisions of Section C of this Article.

ARTICLE V - ABSENCE

A. Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, for a period of one year without pay and subject to year to year renewal.

#### B. Personal Leave of Absence

Any employee desiring leave of absence from his employment must secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days, without pay, and may be extended for like periods. Permission for extension must be secured from the Employer.

C. During the personal leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee(s) involved, up to and including discharge.

#### D. Seniority

Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

### ARTICLE VI - SENIORITY PRINCIPLE

A. If the Employer establishes different starting times the senior man (the Steward for example, shall have top seniority in his job classification), if qualified in the classification, shall have the choice. For example where the Employer schedules one employee to commence work at 7:00 A.M., another at 8:00 A.M. and a third at 9:00 A.M., the senior employee shall have the choice of deciding which of the three he prefers. He shall continue on the chosen starting time until such starting time is discontinued, or until a change of shifts is made by the Employer.

#### B. Seniority Rank and Posting

Once each year, during the month of July, the Employer shall compile and submit to the Union in writing, and then post in a conspicuous place, a Seniority List or lists from the regular payroll records. Any employees hired after said posting shall have their names added to this list, in order of date of hire, and the Union shall be notified of such additions. Any controversy over the seniority standings of any employee on the Seniority List or Lists shall be submitted as a grievance.



### C. Seniority

After he has worked for an Employer for at least sixty (60) consecutive calendar days, and employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his sixty (60) day qualification period.

## ARTICLE VII - SENIORITY

A. No employee shall hold two (2) seniority standings. Any employee on lay-off from his Employer shall have recall rights up to one (1) year. In the event the employee is working for another employer during his lay-off status he may maintain seniority with such other employer until such time his first employer call him back from lay-off status; if the employee fails to report back to work with his first employer within seventy-two (72) hours then such employee shall be considered as having resigned.

## ARTICLE VIII - LOSS OF SENIORITY

A. Seniority shall be broken and such employee discharged for the following reasons:

1. Discharge for just cause;
2. Voluntary quit;
3. Lay-off for in excess of one(1) year;
4. Failure to respond to notice or recall;
5. Unauthorized leave of absence.

### B. Illness or Injury

Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list. Such illness exceeding seventy-two (72) hours must have a doctor's approval to return to work stating cause and type of illness, for instance:

TB  
VD  
Blood Poisoning (open wound).  
Back Injury (outside)  
Hernia Operation

It is further understood that a doctor's certificate may be required by the Employer for any sick leave pay.

## ARTICLE IX - PROMOTIONS

In promoting employees to jobs coming within this Agreement, the Employer shall have the right to select qualified persons, but as between qualified persons preference be given according to seniority. All employees within this Agreement shall have equal opportunity to qualify for any promotions within the scope of this Agreement. If the Employer in his option feels that the employee is not qualified to fill such a promotion, the employee shall have a **thirty** (30) day trial period to qualify. In the event the Employer feels that the employee **is** not qualified after the thirty day (30) day qualifying period, the Employer shall furnish reasonable proof to the Union that the employee is not qualified for such promotion.

## ARTICLE X - LEAVING BARGAINING UNIT

Any employee within the Agreement who elects **and** is appointed to become part of management shall lose all seniority rights after ninety (90) days if the employee is retained in management. If the employee decides to return to the Bargaining Unit at the end of the ninety (90) days, he may do so without loss of seniority rights.

## ARTICLE XI - GRIEVANCES

### A. Grievance Machinery

All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this section.

#### 1. First Step

In the case of any such grievance or dispute, the Union Steward shall take the matter up with the Employer or Employer's representative, and every effort shall be made to reach a mutually satisfactory solution. The Union Steward shall be present at all times when an employee has a grievance with the Employer if so requested by the employee. The employee may also request to be present.

## 2. Second Step

If no solution can be reached the Union Steward shall refer the matter to the Business Agent, and the Business Agent shall take the matter up with the Employer or the Employer's representative in an endeavor to adjust it amicably.

## 3. Third Step

If the Business Agent of the Union and the Employer or Employer's representative cannot reach a satisfactory Agreement, the matter shall be submitted to a designated Arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an Arbitrator then the matter shall be submitted to the American Arbitration Association for the selection of an Arbitrator. The Arbitrator shall render a decision within 24 days. After the closing of the hearing the fee of the Arbitrator shall be borne equally by the Union and Employer.

### B. Filing of Written Grievance

All employees covered under this Agreement shall have seven (7) working days to file a written grievance after the event or when the grievance could have reasonable been known; and ten (10) working days for any employee that may be absent because of illness and/or injury. Failure to file within the time limit will dissolve the grievance.

### C. Inspection Privileges - Access to Premises

Authorized agents, with proof of identity, of the Union, shall have access to the Employer's premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

NOTE: All visitors coming into a school building must first be cleared through the Principals Office.

## ARTICLE XII - DISCHARGE OR SUSPENSION

### A. Cause for Dismissal or Suspension

No employee with seniority may be dismissed or suspended without just

cause. Until the case has been discussed with the Business Agent, Steward or Alternate Steward no employee may be dismissed or suspended, except:

1. Where the provisions of this Section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard. Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense, except drinking, use of dope, or homosexual activities, or insubordination but shall receive at least one written warning for each other different classification of offense. The parties agree that other causes for dismissal without first discussing the matter with the Business Agent shall be the following:

- a. Calling or participating in any unauthorized strike, work stoppage, or walkout.
- b. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
- c. Proven theft or dishonesty.
- d. Unprovoked assault on his Employer or his Employer's representative.
- e. Use of dope, in or out of school buildings.
- f. Homosexual activities in or out of school buildings.
- g. Material falsification of any school record.
- h. Gambling on school property.
- i. Fighting on school property.
- j. Insubordination or refusal to obey proper orders of a supervisor.
- k. Deliberate destruction or abuse of school property.
- l. Possession of firearms on school premises.

m. Absence for three (3) days without notification.

n. Leaving school premises during working hours without permission of immediate supervisor.

In each instance, the Employer shall promptly notify the Union of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the Grievance Procedure or arbitration as provided in this Agreement unless the Union shall have notified the Employer, in writing of the intention to do so within two (2) weeks of the dismissal or suspension. The parties recognize the Employer may dismiss employees for slowdowns. The parties agree that this matter is cause for suspension pending the Grievance Procedure, but not for immediate dismissal.

#### B. Warning Notices

The warning notice shall not remain in effect for a period of more than nine (9) months from the date of such warning notice. If no additional warning notice during the nine (9) months period then the employee's record shall be wiped

### ARTICLE XIII - DEATH IN FAMILY

A. In case of death in the employee's family which shall consist of:

1. Husband or Wife
2. Father or Mother
3. Sister or Brother
4. Children
5. Grandparents (if the employee was raised by them)
6. Mother-in-law or Father-in-law

The Employer shall grant such employee affected a number of days absence with pay determined by the individual circumstances.

### ARTICLE XIV - CHECK-OFF OF DUES

A. Upon receipt of proper written authorization of any employee, the Employer will deduct from the wages due such employee, and forward to the Union each subsequent month, his Union initiation fees and monthly dues, as are from time to time fixed by the Local Union, in accordance with the Constitution and

By-laws of the Local Union, and certified to the Employer by the Secretary-Treasurer of the Union as being so fixed, and will forward the aggregate amount of such deductions promptly each month to the Secretary-Treasurer of the Union or other duly authorized representative designated by the Union. Where an employee who is on check-off is not on the payroll during the week which the deduction is to be made or who has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law. The parties should agree that the Union will indemnify the Employer for any liability on dues monies that are turned over to the Union once those funds are in the hands of the Union.

#### ARTICLE XV - POSTING OF NOTICES

A. The Employer agrees to the posting, within his business premises, of notices of Union meetings, etc. The Board shall install a Bulletin Board for Union notices.

##### B. Mutual Guarantees

When Employer and Union shall have agreed in writing upon interpretations of this Agreement or other uniform rules and regulations established by the Employer for the conduct of employees, such rules and regulations shall be regarded as part of this Agreement.

#### ARTICLE XVI - NO STRIKE CLAUSE

All grievances shall be processed in orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppages, slowdowns, lockouts, or threats thereof, for any reason whatsoever, during the term of this Agreement.

## ARTICLE XVII - EMPLOYEE BENEFITS

A. The Board of Education shall provide New Jersey Blue Cross, Blue shield, rider J and Major Medical for each employee and their legal dependents. Employees must fill out all necessary forms and abide by the rules of the New Jersey (State) Blue Cross and Blue Shield.

B. The Board shall provide at its expense effective July 1, 1979, for each member of the bargaining unit eligible and choosing, a single employee prescription program (commonly referred to as \$1.00 Co-Pay).

C. All employees covered by this Agreement shall be entitled to twelve (12) sick leave days each calendar year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year. The employer shall have the right to require a physical examination of an employee following a serious injury or illness. Each employee shall receive two (2) personal days per year for bona fide business which cannot be done outside of work hours. Use of personal days must be approved in advance by the Business Administrator unless an emergency occurs and then approval granted retroactively. All requests must be in writing. No reasonable request will be denied.

### D. Vacations

Two weeks vacation after one complete year of employment.

Three weeks of vacation after six years of continued employment.

### E. Holidays

Thanksgiving Day	Day after Thanksgiving
Christmas Eve (12/24)	Christmas Day
December 26	Columbus Day
New Year's Eve (12/31)	New Year's Day
Presidents Birthday	Good Friday
Easter Monday	Memorial Day
Independence Day	Labor Day
Veteran's Day	

F. Any and all overtime worked in any particular month shall be paid the second pay day following the particular month in which overtime was worked.

I. All employees shall receive time and one-half for hours worked over forty (40) hours in one week.

J. Holidays shall be creditable for overtime compensation within a work week, however, if a holiday cannot be granted on the specified day it shall be scheduled within thirty (30) calendar days.

K. Any employee called in to perform work other than his regular work shift shall receive a minimum of two (2) hours pay.

L. If a mechanic serves as head mechanic for a full day he shall be compensated an additional fifty cents (50¢) per hour.

A. The Employer reserves the right to schedule the weekly work shifts of employees subject to the restrictions set forth herein.

All employees shall receive the annual salaries for the school years of 1978-80 in accordance with the respective salary rates as per Schedule A.

#### ARTICLE XVIII - INJURY ON THE JOB

A. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the offices of Employer-designated physicians for the purpose of obtaining further treatment during the working hours, shall suffer no loss of wages because of such visits.

B. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him from performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.

Ability to perform work shall be determined by doctor and/or hospital report and employee must have signed note or letter on doctor's or hospital stationery depicting extent of injury and approximate length of recovery period and shall be subject to verification by school physician.



## ARTICLE XIX - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

A. This provision does not give the Employer the right to impose or continue wages and working conditions less than these contained in this contract.

## ARTICLE XX - LIE DETECTOR TEST

The Board of Education shall not require, that an Employee take a polygraph or any other form of lie detector test, unless by voluntary consent, and notification to the Business Agent.

## ARTICLE XXI - WAGE EXECUTION

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his wages, whether voluntary or involuntary.

## ARTICLE XXII - BREAK PERIOD

All employees shall have a fifteen (15) minute break period in the A.M., and a fifteen (15) minute break period in the P.M., without loss of pay.

## ARTICLE XXIII - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.



The exercise of the powers, rights, authority, duties and responsibilities of the Board, adoption of policies, rules and regulations, and practices in furtherance thereof and the use of judgement and discretion in connection with shall be limited to the extent such specific and express terms hereto are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

#### ARTICLE XXIV

##### FULLY BARGAINED PROVISION

Both parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by both parties of all bargainable issues which were or could have been the subject of negotiations in this contract.



ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 1978 and shall continue in effect until June 30, 1980.

GREATER EGG HARBOR REGIONAL  
BOARD OF EDUCATION

John A. Folciani  
Board President

Raech W. Martin  
Board Secretary/Administrator

TEAMSTERS LOCAL UNION 676

John P. Greco  
President



APPENDIX A

		<u>1978-79</u>	<u>1979-80</u>
James E. Gale	Head Mechanic	\$15,600	\$16,900
James F. Gale	Mechanic	\$11,200	\$12,500
Donald Hardy	Mechanic	\$11,700	\$13,000
Ralph Steelman	Mechanic	\$ 8,300	\$ 9,600
John Thomas	Mechanic Helper	\$ 7,900	\$ 9,200

PART TIME AND PER DIEM    \$5.00 PER HOUR FOR CONTRACT'S DURATION

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